

COPY

A G R E E M E N T

BETWEEN

DELAWARE TOWNSHIP

and

LOCAL 866

---

January 1, 1993 through December 31, 1995

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PREAMBLE AND RECOGNITION

A. This agreement entered into this 1st day of January 1993, by and between Delaware Township in the County of Hunterdon hereinafter called the "Employer", and Local 866 duly appointed representative as certified in Docket No. RO-90-104 hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Employer hereby recognizes Local No. 866 Affiliated with the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other negotiable terms and conditions of employment for all Blue Collared employees and Part-time employees over 20 hours per week employed by the Delaware Twp., but excluding all other employees including seasonal, temporary, managerial executive, confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Act.

C. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and social security number once every six months. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. The Employer will notify the Union within one (1) week of any new hires.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency is vested in the Employer, except as limited or modified by this Agreement; and except as so modified or otherwise provided by this Agreement, these management right shall include, but shall not be limited to, the right to:

- (1) Select and direct the working forces;
- (2) Hire, suspend, discharge, or take other appropriate disciplinary action against an employee for just cause;
- (3) Assign, promote, transfer or lay off employees;
- (4) Determine the scheduling of overtime to be worked;
- (5) Decide the number and location of its facilities;
- (6) Determine the maintenance and repair work to be performed;
- (7) Determine the amount of supervision required;
- (8) Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules, procurement, designing, engineering and control of equipment and materials;
- (9) Purchase the services of others by contract or otherwise specifically limited to this Agreement;

(10) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national, state, county or local laws or regulations.

### ARTICLE III

#### MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall be deemed grounds for termination of employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliances with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach.



## ARTICLE IV

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employer, employee, or the Union the term "grievance" as used herein means an appeal by an individual employee or group of employees or the Union on their behalf, from the interpretation, application or violation of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The Union or its representative shall institute written action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department

Head for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no written agreement can be reached within five (5) calendar days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Committee or its designee within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Township Committee or designee shall respond, in writing to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

Step Four: Within five (5) calendar days of the Township Committee or its designee's decision, the Union may apply to the Public Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Union will send notice to the employer of its application for arbitration.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

2. The decision of the Arbitrator shall be binding upon the employer and the Union employee.

3. The parties direct the Arbitrator to decide, as a preliminary question, whether he had jurisdiction to hear and decide the matter in dispute.

5. The costs for the services of the arbitrator shall be borne equally by the Township and the Union.

6. Only one issue at a time may be submitted to Arbitration.

7. The arbitrator shall have no authority to add, or modify any terms of this Agreement or establish new terms or conditions under this Agreement.

E. Upon prior notice and authorization of the Department Head or his designee, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the

grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding the grievance at any step in the grievance procedure.

## ARTICLE V

### BULLETIN BOARD

A. Employer will maintain bulletin boards in suitable places mutually agreed on between Employer and Union, to be used solely by Union for posting notices. Notices shall be restricted to the following types, except that additionally notice may be posted by mutual consent.

- (1) Notices of union recreational and social affairs;
- (2) Notices of union elections, appointments, and results of union elections;
- (3) Notices of union meetings and educational classes.

B. The bulletin boards shall not be used by Union or its members to disseminate propaganda of any kind, to distribute political pamphlets or any other type of political matter, or for advertising.

## ARTICLE VI

### OVERTIME/HOURS OF WORK

A. Overtime work will be kept at a minimum, except in case of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report along with amount of overtime (time-in-time-out) and certified by the Department Head.

B. Working hours and daily schedules of employees will be stable except if the Supervisor gives notice to employees of special projects (i.e. blacktopping or a seasonal adjustment) to fit the needs of the Employer. There is no guarantee of hours. Employees will be required to work overtime during non-scheduled periods when the necessities of the Employer demands such work. In administering the requirement to work overtime, the Employer will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

C. All available employees shall make every effort to work emergency overtime when requested, unless excused by the Employer.

D. Employees will be paid by check bi-weekly and will be issued during working hours. When pay day falls on a holiday, the proceeding day will be pay day.

E. The overtime rate shall be one and one-half times the hourly rate.

F. Employees called in for work outside their regularly scheduled hours shall receive a half (1/2) hour guarantee at the overtime rate of 1-1/2 in addition to the hours they actually work.



## ARTICLE VII

### VACATIONS

A. Full-time permanent employees shall receive the following vacations:

1.	0-1	0
2.	From one (1) year through two (2) years of continuous service	5
3.	From two (2) years through six (6) years of continuous service	10
4.	From six (6) years through fifteen (15) years of continuous service	15
5.	From fifteen (15) or more years of continuous service	20

Continuous years of service shall be calculated.

A. All vacation time shall be used in the current year but may accumulate with the prior approval of the Department Head up to five (5) days to be used during the next calendar year or lost.

B. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Department Head, such approval shall not be unreasonably withheld.

C. Partial vacation days shall only be permitted by the Department Head in extreme emergencies.



D. Any employee who is on a leave of absence (i.e, injury leave or workman's compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head. Vacation requests must be submitted by March 1st and will be considered on the basis of seniority.

## ARTICLE VIII

### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation.

B. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall not be arbitrary nor capricious. Abuse of sick leave shall be cause for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the Employer reserves the right to request a Medical Physician to examine the reports on the condition of the patient report at the expense of the Employer.

C. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

D. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

E. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's

condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a medical physician at Employer expense for an opinion as to the eligibility of the employee to be absent from work.

F. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee does not report to a medical physician when directed to.

2. When the Department Head is unable to contact the employee.

G. The recommendation of the appointed medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Township Committee or its designee reserves the right in such cases where there is a difference of professional opinion between the Employer physician and the personal physician, to require the employee to submit to an examination by a third doctor at employer expense.

H. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

I. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical

procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for three (3) consecutive days or more and who does not notify his Department Head or some other responsible representative of the Township any of the first three (3) days will be subject to dismissal.

K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

L. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.

M. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an

employee will be required to apply for state or federal disability benefits including Social Security, and to furnish proof of such application to the Employer, along with proof of receipt or denial of such benefits.

N. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action up to and including discharge.

O. In all cases of reported illness or disability which does not require hospitalization, the employee shall remain at his local residence. Should it become necessary for the employee to visit a doctor or a drug store, religious services or to vote, he shall notify the Department Head or his designated representative in advance. Absence from his residence without prior notification shall be cause for disciplinary action.

P. Whenever the Employer is paying for medical reports pursuant to this Article, the employee agrees to submit to his/her insurance company for reimbursement, partial or total, such monies being turned over to the Employer.

Q. Each employee shall be allotted twelve (12) days of sick leave each calendar year earned at the rate of one (1) day per month. The employee may accumulate up to one hundred eighty (180) days.

ARTICLE IX

FUNERAL LEAVE

A. An employee may be granted time off, with pay, not to exceed five (5) calendar days in the event of a death in his/her immediate family from day of death or funeral. The term "immediate family" for the purpose of this policy shall mean the child, and spouse. An employee shall receive three (3) calendar days from day of death or day of funeral for death of parent and day of funeral for death of brother or sister.

B. Reasonable verification of the death may be required by the employer.

C. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child.

D. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned.

E. Such leave is not in addition to any holiday off, vacation leave or compensatory time falling within time of bereavement.



ARTICLE X

INSURANCE/PENSION

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as substantially similar level of benefits are provided.

B. The Employer agrees to provide medical insurance benefits provided in 1989.

C. The Employer shall enroll all permanent full time employees covered by this Agreement under the Public Employment Retirement System upon satisfactory completion of the probationary period.

## ARTICLE XI

### HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

1/2 Day Christmas Eve

1/2 Day New Years Eve

Christmas Day

Floating Holiday

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. Any employee who is on leave of absence (i.e. injury leave, worker's compensation or any other leave) shall not be



eligible for paid holidays which fall during the employee's leave of absence.

E. Employees who do not work on the observed holiday shall receive their regular daily rate of pay for such day provided that any absence occurring on the day before or the day after the holiday has been authorized and/or paid for by the employer. If the absence is due to illness, the employer may request reasonable proof of such illness.

## ARTICLE XII

### WORK-INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours or when physically able thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/her is capable of returning to work.

C. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave.

D. Any employee who suffers a work-connected injury or disability, the Township shall continue the employee at full pay for workmen's compensation benefits shall be paid directly over to the Township up to a year.

E. Nothing herein contained shall be considered to be in derogation or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIII  
MILITARY LEAVE

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Employer within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIV

### LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non grievable.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

## ARTICLE XVI

### PROBATIONARY PERIOD

A. All employees promoted and/or hired during the term of this Agreement shall serve a probationary period of ninety calendar days from the date of hire. During this probationary period, the Employer reserves the right to fire and/or demote a probationary employee for any reason. An employee if fired and/or demoted shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for a period of forty-five (45) days.



## ARTICLE XVII

### SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVIII

### MISCELLANEOUS PAID LEAVE

#### A. Personal Days

1. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Department Head or designee whose consent shall not be unreasonably withheld. Such leave shall be non-cumulative.

2. A personal business day application shall, except in cases of emergency, be made at least three (3) working days prior to the personal day to be taken.

3. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.

4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Department Head.

#### B. Jury Leave

1. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall notify the department head upon receipt of a summons for jury duty. If an employee is dismissed prior to 2:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be obligated to



pay an employee under the provisions of this agreement if he/she volunteers for such court duty.

ARTICLE XIX  
OUTSIDE EMPLOYMENT

A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that their primary employment responsibility to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

## ARTICLE XX

### DISCIPLINE AND DISCHARGE

A. The parties agree that nothing herein shall in any way prohibit the Employer from discharging or disciplining any employee covered by this Agreement regardless of seniority, for just cause. Notice of discharge or suspension shall be served upon the Union at the same time it is served upon the employee involved. The Employer agrees that it will furnish the Union with a hearing, if requested, within 48 hours of any discharge or suspension.

B. In the event that an employee feels that he has been discharged or suspended unjustly, said employee or the Union, shall have the right to file a grievance, which must be in writing, with the Employer within five (5) working days from the time of discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

## ARTICLE XXI

### SAFETY

A. The Employer shall provide all safety equipment necessary as determined by management for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. Failure to use safety equipment shall result in disciplinary action.



## ARTICLE XXII

### DUES CHECK OFF

A. The Employer agrees, for each of its employees covered by this Agreement, who in writing authorizes the Employer to do so, that it will deduct from the earnings payable to such employee, the monthly dues and initiation fees, if any, for each such employee membership in the Union. Deduction shall be made from the first payroll in each month and initiation fees shall be deducted in four consecutive payroll periods immediately following the completion of the probationary period.

B. The Union dues deducted from an employee pay will be transmitted to the Secretary Treasurer of the Union Local 866 by check within ten (10) working days after the first period in which deductions are made each month thereafter, and said dues deductions will be accompanied by a list showing the names of all employees for whom the deductions were made.

C. The Union agrees to furnish written authorization in accordance with the State statute (N.J.S.A. 52:14-15.9 e) from each employee authorizing these deductions. the Union further agrees to be bound by all provisions of said State statute, as well as all other applicable provisions of law pertaining to dues check off.

D. The Union agrees that it will indemnify and hold harmless the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

## ARTICLE XXIII

### AGENCY SHOP

A. Representation Fee Effective upon signing of this Agreement, if a permanent employee does not become a member of the Union during any calendar year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that calendar year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a calendar year, the amount of said representation fee shall be pro rated for members of the Union. The representation fee shall be in an amount equal to no more than eight-five per cent (85%) of the regular Union membership dues, fees, and assessments are certified to the Township by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification Prior to March 1st of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full

amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.

5. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Township will submit to the Union a list of all employees who began their employment in a bargaining unit position during the



preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Township before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Township will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

C. Indemnification. With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.



ARTICLE XXIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1993 and remain in effect to and including December 31, 1995 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than ninety (90) nor later than sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Delaware Township, New Jersey on this 22nd day of February 1993.

6/29/93

LOCAL 866

BY:

Michael L. Brubaker  
Marcel L. Carlson  
Frank D. Fyler

DELAWARE TOWNSHIP

Robert H. Pede  
Maria S. Pede  
W. Macomber

APPENDIX A

1. Effective January 1, 1993, the following salary guide shall be implemented.

	Jan. 1 <u>1993</u>	Jan. 1 <u>1994</u>	(*Note3) Jan. 1 <u>1995</u>
Foreman	\$14.37	\$15.02	\$15.70
Class A - 16 Years & Over	\$14.30	\$14.94	\$15.61
Class B - 11 to Completion of 15 Yrs.	\$14.13	\$14.77	\$15.43
Class C - 5 to Completion of 11 Yrs.	\$13.95	\$14.58	\$15.24
Class D - 1 to Completion of 5 Yrs.	\$13.78	\$14.40	\$15.05

- NOTE: 1. The employer shall be able to hire new employees at a wage class commensurate with work experience and qualifications provided any current incumbent employee maintains a wage rate of at least equal to the new employee. The Foreman rate shall be excluded from this provision.
2. Effective July 1, 1993, each employee shall receive a special gross payment of \$250.00
3. Effective January 1, 1995, the salary guide, Appendix A, shall be modified to provide for a "special" hourly wage rate of an additional \$0.25/hour for an employee who, in the Employer's opinion, demonstrates exceptional work performance. The criteria for exceptional work performance shall be developed by the Employer and reviewed with the Union.